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\*ADMITTED IN D.C. AND KANSAS ONLY

August 21, 1984

INTERSTATE COMMERCE COMMISSION

Agatha L. Merdenovich,  
Secretary  
Interstate Commerce Commission  
12th & Constitution, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee - Room 2303

Dear Secretary:

No. 4-236A078  
Date AUG 23 1984  
Fee \$ 10.00

100 Washington, D.C.

As counsel to Beaufort Equipment Company, I have enclosed three counterparts of the document described below to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is a Release and Bill of Sale, a secondary document, dated as of July 23, 1984, pursuant to which Mercantile-Safe Deposit and Trust Company releases its rights as a secured party under the Conditional Sale Agreement referred to below with respect to the equipment referred to below.

The primary document to which this is connected is recorded under recordation number 5023, being a Conditional Sale Agreement, dated as of August 1, 1968, among Greenville Steel Car Company, Beaufort Equipment Corporation and Norfolk Southern Railway Company.

The names and addresses of the parties to the document are as follows:

Assignee Mercantile-Safe Deposit  
of Vendor: and Trust Company  
2 Hopkins Plaza  
Baltimore, Maryland 21203

Assignee Beaufort Equipment Company  
of Vendee: 20 Grist Mill Lane  
Plandome Mills  
Manhasset, New York 11030

Open the part - by the way

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

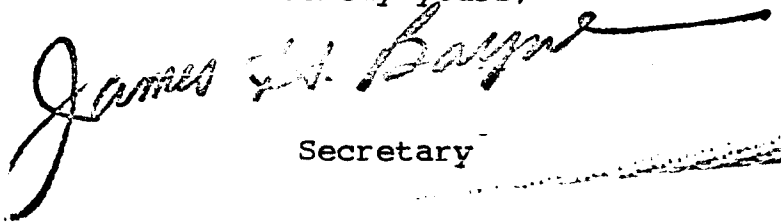
R. Leigh Duemler  
Lane & Mittendorf  
26 Broadway  
New York, N. Y. 10004

August 23, 1984

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/23/84 at 12:00PM and assigned re-recording number(s). #5023-E, & 14414

Sincerely yours,

  
Secretary

Enclosure(s)

August 21, 1984

A description of the equipment covered by the document follows:

30 Greenville Steel Car Company 70-ton quadruple hopper wood chip cars bearing the road numbers NS 8270 to 8299, inclusive, 28 of which cars have been renumbered to bear the following numbers of the Southern Railway System, Inc.:

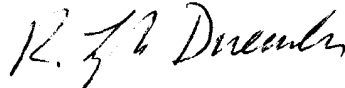
131951	131966	131974	131985
131954	131967	131975	131988
131958	131968	131978	131989
131961	131969	131979	131990
131962	131970	131980	131993
131963	131971	131981	131994
131965	131973	131984	131995

A short summary of the document to appear in the index follows:

Final Release of Conditional Sale Agreement with recordation number 5023 with respect to 30 Greenville Steel Car Company 70-ton quadruple hopper wood chip cars.

A fee of \$10.00 is enclosed. Please return two counterparts of the enclosed Release and Bill of Sale to the undersigned or the person delivering this letter.

Very truly yours,



R. Leigh Duemler

RLD/lt  
Enclosures

RECORDATION NO. 5023-E Filed 1425RELEASE AND BILL OF SALE

AUG 23 1968 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of August 1, 1968, among GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation (hereinafter called "Vendor"), BEAUFORT EQUIPMENT CORPORATION, a New York corporation (hereinafter called the "Corporation"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called "Railway"), Vendor agreed to sell and the Corporation agreed to buy thirty (30) 70-ton quadruple hopper wood chip cars bearing the road numbers 8270 to 8299, inclusive (hereinafter referred to as the "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of August 1, 1968, between Vendor and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter referred to as "Assignee"), Vendor assigned and transferred all Vendor's right, title and interest under the aforesaid Conditional Sale Agreement and all Vendor's right, title and interest to said Equipment to Assignee; and

WHEREAS, under the terms of ASSIGNMENT, dated as of August 1, 1968, between the Corporation and BEAUFORT EQUIPMENT COMPANY, a New York partnership (the "Partnership"), the Corporation assigned and transferred to the Partnership all of the Corporation's right, title and interest in and to the Equipment and all of the Corporation's right, title and interest under said Conditional Sale Agreement; and

WHEREAS, Assignee has received from the Partnership full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of the Corporation, the Partnership and the Railway with respect to the Equipment have been satisfied in full;

NOW THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Partnership, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO SAID BEAUFORT EQUIPMENT COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto SAID BEAUFORT EQUIPMENT COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby any of the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, acting in accordance with the terms and conditions of the aforementioned Conditional Sale Agreement and Agreement and Assignment has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Vice Presidents as of the 13<sup>th</sup> day of July, A.D. 1984.

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY

By

  
Vice President

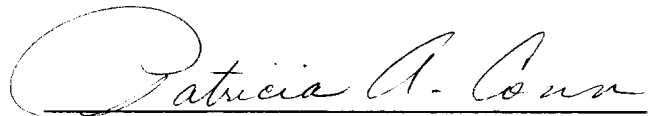
ATTEST:

  
CORPORATE TRUST OFFICER (Title)

STATE OF MARYLAND     )  
                              ) SS  
COUNTY OF BALTIMORE )

I, Patricia A. Conn, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that R. E. Schreiber and L. S. Despeaux, to me personally known and known to me to be, respectively, a Vice President and a Corporate Trust Officer of Mercantile-Safe Deposit and Trust Company and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and a Corporate Trust Officer of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Baltimore, MD, this 23<sup>rd</sup> day of July, A. D. 1984.

  
Notary Public

My commission expires: 7/1/86